

Docket No. 08-0545
Intrado Inc. and AT&T Illinois
Joint Issues Matrix
October 9, 2008

Issue #	Issue Statement	ICA Sections	Proposed Language (See Note in footer)
<u>Issue 1</u> Intrado Petition Issue I.	Does Intrado have the right to interconnection with AT&T under Section 251(c) of the Act for Intrado's provision of competitive 911/E911 services to PSAPs?	ICA overall	
<u>Issue 2</u> Intrado Petition Issue VI.	Should Intrado's proposed rates for interconnection be included in the ICA?	Pricing § 1.1	<u>Pricing § 1.1 ... The rates to be charged by CLEC will be set forth in a separate rate table.</u>
<u>Issue 3</u> Intrado Petition Issue VI.	Should the ICA include references to AT&T's tariffed rates for certain products?	911 §§ 3.3.2, 10.1	<p><u>911 § 3.3.2 ... as specified in the applicable AT&T-STATE Appendix Pricing or tariff. Additionally, when diverse facilities are requested by CLEC, AT&T-STATE will provide such diversity where technically feasible, as specified in Appendix Pricing or at standard AT&T-STATE tariff rates.</u></p> <p><u>911 § 10.1 Rates for access to the Parties' 911 and E911 Databases, trunking and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act as set forth in the AT&T-STATE Appendix Pricing or the applicable Party's Commission-approved access tariff.</u></p>
<u>Issue 4</u> Intrado Petition Issues II.C.	Should the ICA articulate that a PSAP's selection of its E911 provider is subject to being revoked, conditioned, or modified?	911 § 1.3	<p><u>911 § 1.3 Each Party shall provide access to its respective E911 Selective Routers as described herein only where a PSAP and/or E911 Customer served by the E911 Selective Routers has requested and approved the Party to carry E911 Emergency Services call, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911</u></p>

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			<u>Customer.</u>
<u>Issue 5</u> Intrado Petition Issues II.A.	For non-911 traffic, does Intrado need to establish trunks to each AT&T local tandem in a LATA where Intrado offers service?	ITR § 4.2	<u>ITR § 4.2</u> CLEC <u>shall may</u> establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the LATA in which CLEC Offers Service in AT&T-ILLINOIS . If CLEC Offers Service in a LATA in which there is no AT&T Local Tandem, CLEC <u>shall may</u> establish Local Interconnection Trunk Groups to each AT&T-STATE End Office Switch in that LATA in which it Offers Service. CLEC <u>shall may</u> establish Local Only or Local Interconnection Trunk Groups to all Local Tandems in the local exchange area in which CLEC Offers Service in AT&T-TEXAS . If there are no Local Tandems in the local exchange area in which CLEC Offers Service in AT&T-TEXAS , CLEC <u>shall may</u> establish a Local Interconnection Trunk Group to each AT&T-STATE End Office Switch in that local exchange area in which CLEC Offers Service. CLEC shall route appropriate traffic (i.e., only traffic to End Offices that subtend that Local Tandem) to the respective AT&T-STATE Local Tandem on the trunk groups defined below. AT&T-STATE shall route appropriate traffic to CLEC switches on the trunk groups defined below.
<u>Issue 6</u> Intrado Petition Issues II.C.	Is additional language required in Appendix OET to explicitly state that the appendix does not apply to 911 traffic?	OET § 1.1	<u>OET § 1.1</u> This Appendix sets for the terms and conditions necessary for the exchange of Out of Exchange Traffic (as defined in Section 1.4). <i>This Appendix does not govern the Parties' exchange of 911/E911 Service calls or the inter-Selective Router transfer of 911/E911 Service calls.</i>
<u>Issue 7</u>	When Intrado is the designated 911/E911		<u>911 § 6.1.1</u> ... In the event AT&T-STATE's End Office has End Users

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Intrado Petition Issue II.A.	service provider and AT&T's end office has end users served by more than one 911 selective router network:		served by more than one E911 Selective Router network, AT&T-STATE will transport 911 calls from its End Offices to the AT&T-STATE E911 Selective Router location. <i>AT&T-STATE shall not deliver its End Users' 911 Service or E911 Service calls originating outside of CLEC's 911/E911 serving area to CLEC's network except as noted in this Section.</i>
	a) Is AT&T required to implement "line attribute routing" rather than using primary / secondary routing?	911 §§ 6.1.1, 6.1.1.1	<u>911 § 6.1.1.1</u> <i>Split Wire Center Call Delivery Exception – Where it is technically infeasible for AT&T-STATE to segregate its End Users' 911 Service or E911 Service call traffic associated with an End Office Wire Center and w</i> Where an End Office Wire Center serves End Users both within and outside of the CLEC network serving area, AT&T-STATE shall work cooperatively with CLEC and the affected E911
	b) If AT&T is not required to or is unable to implement "line attribute routing," is AT&T responsible for Intrado's expenses?	911 § 6.1.1.2	Customer(s) (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E911 Service provider will <i>sort the 911 Service and E911 Service traffic offered over direct trunking from the split End Office Wire Center to determine which calls must be handed-off</i> serve as the "primary" Selective Routing provider for direct trunking from the split wire center, determined by a clear majority based on the Number of Access Lines (NALs) served by the Designated Primary Wireline Service Provider; and (iii) to establish which 911/E911 Service provider will <i>be serve as the "secondary" Selective Routing provider</i> receiving a call hand-off from the 911/E911 Service provider performing the call sorting function the primary Selective Routing provider.
	c) If AT&T is technically incapable of implementing "line attribute routing," should all 911 calls from a split wire center be routed first to Intrado?	911 § 6.1.1.3	

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			<p><u>911 § 6.1.1.2</u> <i>Intentionally Omitted.</i> <i>Split Wire Center Call Delivery Cost – AT&T-STATE shall be responsible for any and all costs incurred by CLEC resulting from AT&T-STATE's inability to segregate its End Users' 911 Service or E911 Service call traffic at an End Office level and resulting in call hand-offs from CLEC's network to another 911/E911 Service provider's network.</i></p> <p><u>911 § 6.1.1.3</u> <i>Intentionally Omitted.</i> <i>Split Wire Center "Partially Deployed" 911 Exception – Where AT&T-STATE is technically incapable of segregating its End Users' 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End Users that are within CLEC's network serving area and E911 Customers that have not deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire End Office shall be delivered to CLEC for call delivery to the appropriate E911 Customer.</i></p>
<u>Issue 8</u> Intrado Petition Issue II.A.	When AT&T is the designated 911/E911 service provider, is Intrado required to provide interconnection trunking to each AT&T 911 selective router where Intrado provides telephone exchange service?	911 § 4.2.1	<u>911 § 4.2.1</u> CLEC shall <u>arrange to deliver 911 traffic to provide interconnection trunking at</u> each AT&T-STATE 911 Selective Router that serves the exchange areas in which CLEC is authorized to and will provide telephone exchange service.
<u>Issue 9</u> Intrado Petition	a) For non-911 traffic, should a POI be defined to be used to deliver "Section	GTC § 1.1.117 NIM § 2.2	<u>GTC § 1.1.117</u> <u>"Point of Interconnection" (POI)</u> is a technically feasible point on the AT&T-STATE network <u>(End Office</u>

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Issue II.B.	<p>251(b)(5)/IntraLATA Toll Traffic" or "traffic"?</p> <p>b) For non-911 traffic, must Intrado establish its POI at an AT&T end office or tandem?</p> <p>c) Should Intrado's designated POI(s) be negotiated between the parties?</p>	<p>GTC § 1.1.117</p> <p>NIM § 2.2</p> <p>NIM § 2.3</p> <p>GTC 2nd Whereas Clause</p>	<p><u>or Tandem building</u>) identified by CLEC where the Parties deliver <u>Section 251(b)(5)/IntraLATA Toll Traffic traffic</u> to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.</p> <p><u>NIM § 2.2</u> Points of Interconnection (POIs): A Point of Interconnection (POI) is a <i>technically feasible</i> point on the <u>AT&T-STATE</u> network (<u>End Office or Tandem building</u>) identified by CLEC where the Parties deliver <u>Section 251(b)(5)/IntraLATA Toll T</u>traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide and the POIs designated pursuant to Appendix 911 NIM or this Appendix NIM.</p> <p><u>NIM § 2.3</u> Each Party is responsible for the facilities to its side of the <u>negotiated</u> POI(s) and may utilize any method of Interconnection described in this Appendix. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI(s). The Parties agree to provide sufficient facilities for the trunk groups required in Appendix ITR for the exchange of traffic between CLEC and <u>AT&T-STATE</u>.</p> <p>GTC 2nd Whereas <u>WHEREAS</u>, the Parties want to Interconnect their networks at <u>mutually agreed upon</u> points of interconnection to provide Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement;</p>

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<u>Issue 10(a)</u> Intrado Petition Issue II.B.	When Intrado is the designated 911/E911 service provider, is AT&T required to establish a POI(s) on Intrado's network?	911 §§ 6.3, 6.3.2 911 NIM §§ 2.2, 4, 4.1, 4.1.1, 4.2, 4.2.1	<p><u>911 § 6.3</u> AT&T-STATE shall maintain facility transport capacity sufficient to route 911 traffic over trunks on dedicated 911 facilities between the AT&T-STATE switch and the CLEC POI(s) AT&T-STATE E911 Selective Router location.</p> <p><u>911 § 6.3.2</u> AT&T-STATE is responsible for determining the proper quantity of trunks from its switch(es) to the CLEC E911 Selective Router. AT&T-STATE is responsible for determining the proper quantity of facilities from its switch(es) to the CLEC POI(s) AT&T-STATE E911 Selective Router location.</p> <p><u>911 NIM § 2.2</u> ... Where CLEC is the Designated E911 Service Provider the POI shall be on the CLEC network and serve as a demarcation point between the facilities that each Party is responsible to provide.</p> <p><u>911 NM § 4</u> METHODS OF INTERCONNECTION TO CLEC INTENTIONALLY OMITTED</p> <p><u>911 NIM § 4.1</u> Virtual Collocation</p> <p><u>911 NIM § 4.1.1</u> When AT&T-STATE provides its own facilities or uses the facilities of a third party to the POI(s) and wishes for CLEC to place transport terminating equipment at that location on AT&T-STATE's behalf, AT&T-STATE may interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation. Virtual Collocation allow AT&T-STATE to choose the equipment vendor and does not require that AT&T-STATE be Physically</p>

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			<p><i>Collocated.</i></p> <p><i>911 NIM § 4.2 Other Interconnection Methods</i></p> <p><i>911 NIM § 4.2.1 The Parties may mutually agree to other methods of obtaining Interconnection that are technically feasible which are incorporated into the Interconnection Agreement by amendment.</i></p>
<p><u>Issue 10(b)</u></p> <p>Intrado Petition Issue II.B.</p>	<p>When AT&T is the designated 911/E911 service provider, should the POI(s) be at AT&T's selective router location(s)?</p>	<p>911 §§ 3.3.2, 4.2.2, 4.2.4</p> <p>911 NIM §§ 2.2, 3.1.1, 3.2.1</p>	<p><u>911 § 3.3.2 AT&T-STATE</u> will, if requested, provide facilities to interconnect the CLEC to the <u>AT&T-STATE POI E911 Selective Router</u>. ...</p> <p><u>911 § 4.2.2</u> CLEC acknowledges that its End Users in a single local calling scope may be served by different E911 Selective Routers and CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper <u>POI(s) E911 Selective Router</u>.</p> <p><u>911 § 4.2.4</u> CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CLEC switch and the <u>AT&T-STATE POI(s) E911 Selective Router</u>.</p> <p><u>911 NIM § 2.2</u> Points of Interconnection (POIs): A Point of Interconnection (POI) is a point on the <u>AT&T-STATE network (Selective Router location)</u> identified by CLEC where the Parties deliver 911/E911 traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. <i>This POI may be the AT&T Selective Router</i></p>

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			<p><i>or any other point on the AT&T-STATE network where AT&T-STATE is the Designated E911 Service Provider and, CLEC may seek to establish more than one POI for the redundancy of the E911 interconnection. ...</i></p> <p>911 NIM § 3 METHODS OF INTERCONNECTION TO AT&T-STATE</p> <p>911 NIM § 3.1.1 When CLEC provides its own facilities or uses the facilities of a third party to <u>the POI(s) a AT&T-STATE Selective Router location</u> and wishes to place its own transport terminating equipment at that location, CLEC may Interconnect using the provisions of Physical Collocation as set forth in Appendix Physical Collocation.</p> <p>911 NIM § 3.2.1 When CLEC provides its own facilities or uses the facilities of a third party to <u>the POI(s) a AT&T-STATE Selective Router location</u> and wishes for AT&T-STATE to place transport terminating equipment at that location on CLEC's behalf, CLEC may Interconnect using the provisions of Virtual Collocation as set forth in Appendix Virtual Collocation.</p>
<u>Issue 11</u> Intrado Petition Issue II.B.	<p>When a fiber meet point is used:</p> <p>a) For 911 traffic, should the fiber meet point be at AT&T's selective router location or at some point between the parties' networks?</p> <p>b) For non-911 traffic, should the</p>	<p>911 NIM §§ 3.3.1, 3.3.7</p> <p>NIM § 3.3.1</p>	<p>911 NIM § 3.3.1 Fiber Meet Point between AT&T-STATE and CLEC can occur at any mutually agreeable and technically feasible point <u>on the at an AT&T-STATE network Selective Router location associated with each local exchange or LATA.</u></p> <p>911 NIM § 3.3.7 CLEC will provide fiber cable to the last entrance (or AT&T-STATE designated) manhole at the <u>POI(s) AT&T-(STATE)</u></p>

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	<p>fiber meet point be at AT&T's end office or tandem location or at some point between the parties' networks?</p> <p>c) For non-911 traffic, should each party:</p> <p>1) provide 50% of the facilities to reach the meet point;</p> <p>2) be solely responsible on its side of the fiber meet; and</p> <p>3) prohibited from charging the other party for the facilities?</p>	NIM § 3.3.1.1	<p><u>Selective Router location.</u> AT&T-STATE shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of fiber cable for AT&T-STATE to pull through to the AT&T-STATE cable vault. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI(s). AT&T-STATE shall take the fiber from the manhole and terminate it inside AT&T-STATE's office at the cable vault at AT&T-STATE's expense. In this case the POI shall be at the AT&T-STATE designated manhole location.</p> <p><u>NIM § 3.3.1</u> Fiber Meet Point between AT&T-STATE and CLEC can occur at any mutually agreeable and technically feasible point at an AT&T-STATE Tandem, or End Office building <i>or other mutually agreeable meet point between the Parties' networks</i> within each local exchange area (AT&T-TEXAS) or LATA (AT&T-ILLINOIS).</p> <p><u>NIM § 3.3.1.1</u> <u>Intentionally Omitted.</u> <i>When CLEC requests to interconnect at a Fiber Meet Point, CLEC and AT&T-STATE will jointly provision the facilities that connect the two Parties' networks. AT&T-STATE will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Each Party will provide fifty percent (50%) of the facilities to the Fiber Meet Point. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a Fiber Meet Point, each Party will be financially</i></p>

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			<i>responsible for the facilities on its side of the Fiber Meet Point and will not bill the other Party for any portion of those facilities..</i>
<u>Issue 12</u> Intrado Petition Issue II.C.	If PSAPs request PSAP-to-PSAP transfer capability, should the parties negotiate a separate agreement for such an arrangement that includes the PSAPs?	911 § 1.4	<u>911 § 1.4</u> If a 911/E911 Customer requests either Party to establish a PSAP to PSAP transfer arrangement, the Parties will <i>discuss and establish operational procedures negotiate such a separate agreement</i> consistent with the 911/E911 Customer 's request for such an arrangement. <i>The 911/E911 Customer will be a party to this separate agreement.</i>
<u>Issue13</u> Intrado Petition Issue II.C.	Is it necessary for the parties to notify each other of changes to inter-selective router dial plans?	911 § 7.4.1.5	<u>911 § 7.4.1.5</u> The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer <i>and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans.</i>
<u>Issue 14</u> Intrado Petition Issue II.D.	Should AT&T be required to provide Intrado with an initial trunk forecast?	ITR § 6.1	<u>ITR § 6.1</u> <i>CLEC Each Party</i> agrees to provide an initial forecast for all trunk groups described in this Appendix ITR. <i>AT&T-STATE Each Party</i> shall review this trunk forecast and provide any additional information that may impact the trunk forecast information provided by <i>the other Party CLEC</i> . Subsequent trunk forecasts shall be provided on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the <i>AT&T-STATE</i> General Trunk Forecast. ...
<u>Issue 15</u> Intrado Petition	Should the ICA require AT&T to follow Intrado's ordering processes as	ITR §§ 8.6, 8.6.1	<u>ITR § 8.6</u> <i>Intentionally Omitted CLEC Ordering Processes</i> <u>ITR § 8.6.1</u> <i>Where AT&T-STATE is</i>

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Issue II.D	posted on Intrado's website?		<i>ordering interconnection to CLEC's network, AT&T-STATE will follow CLEC's ordering processes as posted on CLEC's website.</i>
Issue 16 Intrado Petition Issue II.E.	Should Intrado be required to provide written notice of its need to establish interconnection to AT&T?	911 NIM § 5.1 NIM §§ 4.1, 4.2,	<p><u>911 NIM § 5.1 For each Interconnection within an AT&T-STATE Selective Router area, CLEC shall provide written notice to AT&T-STATE of the need to establish Interconnection with each Selective Router. CLEC shall provide all applicable network information on forms acceptable to AT&T-STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website. <i>Intentionally Omitted.</i></u></p> <p><u>NIM § 4.1 For each local Interconnection within an AT&T-STATE area, CLEC shall provide written notice to AT&T-STATE of the need to establish Interconnection in each local exchange area (AT&T-TEXAS) or LATA (AT&T-ILLINOIS). CLEC shall provide all applicable network information on forms acceptable to AT&T-STATE (as set forth in AT&T's CLEC Handbook, published on the CLEC website). <i>Intentionally Omitted.</i></u></p> <p><u>NIM § 4.2 Upon receipt of CLEC's notice to interconnect, t</u>The Parties shall schedule a meeting to document the network architecture (including trunking) as discussed in Section 2.1. The Interconnection activation date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors.</p>

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<u>Issue 17</u> (Intrado Issue II.E)	Should the ICA requirement of 30-day notice apply to a party's "request" or its "intent" to change the parties' physical architecture plan?	911 NIM § 2.4	<u>911 NIM § 2.4</u> Either Party must provide thirty (30) days written notice of <i>its request any intent</i> to change to the physical architecture plan.
<u>Issue 18</u> (Intrado Issue II.E)	Should the ICA provide that the parties will document and sign an interconnection plan prior to its implementation?	911 NIM § 2.1 NIM § 2.1	<p><u>911 NIM § 2.1</u> ... Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Interconnection area. A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-STATE's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks and which Party will provide (be financially responsible for) the Interconnection facilities. <u>At the time of implementation in a given Selective Router area, the plan will be documented and signed by appropriate representatives of the Parties, indicating their mutual agreement to the physical architecture plan.</u></p> <p><u>NIM § 2.1</u> ... Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan <u>for a specific Interconnection area.</u> A physical architecture plan will, at a minimum, include the location of CLEC's switch(es) and AT&T-STATE's End Office switch(es) and/or Tandem switch(es) to be interconnected, the facilities that will connect the two networks <u>and which Party will provide (be financially responsible for) the Interconnection facilities. At the time of implementation in a given local exchange area or LATA the plan will be documented and signed by appropriate</u></p>

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			<u>representatives of the Parties, indicating their mutual agreement to the physical architecture plan.</u>
<u>Issue 19</u> (Intrado Issue II.E)	When either party will add a switch to its network, is 30 days or 120 days the appropriate notification period?	911 NIM § 5.3 NIM § 4.3	<p><u>911 NIM § 5.3</u> Either Party may add or remove additional switches. The Parties shall provide <u>30 120</u> days written notice to establish <u>such additional Interconnection arrangements or re-arrangements of existing interconnections</u>; and the terms and conditions of this Agreement will apply to such Interconnection.</p> <p><u>NIM § 4.3</u> Either Party may add or remove additional switches. The Parties shall provide <u>120 30</u> days written notice to establish <u>such additional Interconnection arrangements or re-arrangements of existing interconnections</u>; and the terms and conditions of this Agreement will apply to such Interconnection.</p>
<u>Issue 20</u> Intrado Petition Issue III.A.	When AT&T is the designated 911/E911 service provider and manages the E911 database, should the ICA reference "ALI interoperability"?	911 § 3.4.3	<u>911 § 3.4.3</u> Where <u>AT&T-STATE</u> manages the E911 Database, <u>AT&T-STATE's</u> E911 Database shall accept electronically transmitted files <u>to support ALI interoperability</u> that are based upon NENA recommended standards. ...
<u>Issue 21</u> Intrado Petition Issue III.B.	Should the definition of "911 Trunk" or "E911 Trunk" refer to AT&T's End Office or AT&T's switch?	911 § 2.3	<u>911 § 2.3</u> <u>"911 Trunk"</u> or <u>"E911 Trunk"</u> means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from <u>AT&T-STATE's End Office</u> or CLEC 's switch to the E911 System.
<u>Issue 22</u> Intrado Petition	Should the term "Section 251(b)(5) Traffic" be defined with specificity	GTC § 1.1.123 IC § 4.1	<u>GTC § 1.1.123</u> <u>"Section 251(b)(5) Traffic" is as defined by Applicable Law, including the rules, regulations and orders of the FCC</u>

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Issue IV.A	regarding the physical locations of the originating and terminating End Users, or should it be defined generally as defined by Applicable Law?		<p><i>and courts of competent jurisdiction. shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:</i></p> <p><i>a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</i></p> <p><i>b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.</i></p> <p><u>IC § 4.1</u> Section 251(b)(5) Traffic is as defined by Applicable Law, including the rules, regulations, and orders of the FCC and courts of competent jurisdiction. shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:</p> <p><u>a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p> <p><u>b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area.</u></p>

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			<u>This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.</u>
Issue 23 Intrado Petition Issue IV.A	Should the term "ISP-Bound Traffic" be defined with specificity regarding the physical locations of the originating and terminating End Users, or should it be defined generally as defined by the FCC's ISP Compensation Order?	GTC §§ 1.1.84, 1.1.84.1, 1.1.84.2 IC § 5.1	<u>GTC § 1.1.84 "ISP-Bound Traffic"</u> shall mean telecommunications traffic, <i>defined</i> in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Inter-carrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"). <i>"ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and AT&T-STATE in which the originating End User of one Party and the ISP served by the other Party are:</i> <u>GTC § 1.1.84.1 both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the Commission or regulatory agency;</u> <u>or</u> <u>GTC § 1.1.84.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.</u>

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			<p>IC § 5.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of <i>Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic</i>, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between CLEC and <i>AT&T-STATE as defined in the FCC ISP Compensation Order. in which the originating End User of one Party and the ISP served by the other Party are:</i></p> <p style="margin-left: 20px;">a. <i>both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</i></p> <p style="margin-left: 20px;">b. <i>both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes. ...</i></p>
<u>Issue 24</u> Intrado Petition Issue IV.A	Should the term "Switched Access Traffic" be defined with specificity regarding the physical locations of the originating and terminating End Users, including	IC § 16.1 ITR § 12.1	<p>IC § 16.1 For purposes of this Agreement only, Switched Access Traffic shall <i>be defined consistent with Applicable Law. mean all traffic that originates from an End User physically located in one local exchange and delivered for termination to an End User physically located in a different</i></p>

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	traffic using internet protocol ("IP"), or should it be defined generally to be consistent with Applicable Law?		<p><u>local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the End User's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement To the extent required by Applicable Law, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; ...</u></p> <p>... Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004) <i>or any</i></p>

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			<p><i>other FCC orders or applicable court decisions addressing the treatment of traffic for purposes of the charges applicable to Switched Access Traffic.</i></p> <p>ITR § 12.1 For purposes of this Agreement only, Switched Access Traffic shall <i>be defined consistent with Applicable Law. mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T-STATE's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology and terminates over a Party's circuit switch. Notwithstanding anything to the contrary in this Agreement. To the extent required by Applicable Law,</i> all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched</p>

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			<p>access charges; ...</p> <p>... Notwithstanding anything to the contrary in this Agreement, each Party reserves it rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004) or any other FCC orders or applicable court decisions addressing the treatment of traffic for purposes of the charges applicable to Switched Access Traffic.</p>
<p><u>Issue 25</u></p> <p>Intrado Petition Issue IV.A</p>	<p>For non-911 services, should the ICA reflect that Intrado's services are wireline (dialtone) services?</p>	<p>IC §§ 1.2, 3.5, 16.1</p> <p>ITR §§ 2.14, 12.1</p>	<p><u>IC § 1.2</u> The provisions of this Appendix apply to telecommunications traffic originated over the originating carrier's facilities or over local circuit switching purchased by CLEC from AT&T-STATE on a wholesale basis (non-resale) and used in providing <u>wireline</u> local telephone exchange (<u>dialtone</u>) service to its End User customers.</p> <p><u>IC § 3.5</u> CLEC has the sole obligation to enter into intercarrier compensation arrangements with third party telecommunications carriers regarding CLEC's traffic and such other carriers' traffic, including without limitation anywhere either Party originates traffic to or terminates traffic from an End User being served by a third party telecommunications carrier who has purchased local switching from AT&T-STATE on a wholesale basis (non-resale that is used by such</p>

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			<p>telecommunications carrier to provide <u>wireline</u> local telephone exchange service (<u>dialtone</u>) to its End Users. ... </p> <p><u>IC § 16.1</u> ... Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</p> <p>(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains <u>local dial tone telephone exchange service</u> from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider;</p> <p>(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains <u>local dial tone telephone exchange service</u> from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the IntraLATA toll provider; ... </p> <p><u>ITR § 2.14</u> "Section 251(b)(5)/ IntraLATA Toll Traffic" shall mean for purposes of this Attachment, (i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, (iii) IntraLATA Toll traffic originating from an End User obtaining <u>telephone exchange service local dialtone</u> from CLEC where CLEC is both the Section 251(b)(5) Traffic and IntraLATA Toll provider, and/or (iv) IntraLATA Toll traffic originating from an End User obtaining <u>telephone exchange service local dialtone</u> from AT&T-</p>

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			<p>STATE where AT&T-STATE is both the Section 251(b)(5) Traffic and IntraLATA Toll provider.</p> <p><u>ITR § 12.1</u> ... Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:</p> <p>(i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC End User that obtains <u>local dial tone telephone exchange service</u> from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,</p> <p>(ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T End User that obtains <u>local dial tone telephone exchange service</u> from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider; ...</p>
<p><u>Issue 26</u></p> <p>Intrado Petition Issue IV.A.</p>	<p>Should each party be required to join the other in filing a complaint or taking other action when needed to eliminate misrouted access traffic from a third party provider?</p>	<p>IC § 16.2</p> <p>ITR § 12.2</p>	<p><u>IC § 16.2</u> In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 15.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups <i>inconsistent with Applicable Law,</i></p>

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			<p>the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. <u>If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 15.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.</u></p> <p><u>ITR § 12.2</u> In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 12.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups <i>inconsistent with Applicable Law</i>, the terminating Party may object to the delivery of such traffic by</p>

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			<p>providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. <u>If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 12.1(iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.</u></p>
<p><u>Issue 27</u></p> <p>Intrado Petition Issue IV.B</p>	<p>With respect to the FCC's ISP Remand Order, to what traffic should the ICA permit the retroactive application of charges?</p>	<p>IC § 4.2.1</p>	<p>IC § 4.2.1 Should a regulatory agency, court or legislature change or nullify the AT&T-STATE's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation</p>

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			adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T-STATE , CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged <i>to which Intervening Law applies as local calls within the meaning of this Appendix.</i>
<u>Issue 28</u> Intrado Petition Issue V.B.	Should AT&T's generic rates, terms and conditions apply to Intrado when a Section 252 arbitration for a successor agreement is withdrawn or when statutory timeframes are not met?	GTC § 7.7	<u>GTC § 7.7</u> If the Parties are in "Active Negotiations" (negotiations within the statutory clock established in the Act under Section 252(b)) or have filed for arbitration with the Commission upon expiration date of the Agreement AT&T-STATE shall continue to offer services to CLEC pursuant to the rates, terms and conditions set forth in this Agreement until a successor agreement becomes effective between the Parties. AT&T-STATE's obligation to provide services under this Agreement beyond the expiration date conditions upon the Parties adherence to the timeframes established within Section 252(b) of the Act. <u>If CLEC does not adhere to said timeframes or CLEC withdraws its arbitration or seeks an extension of time or continuance of such arbitration with AT&T-STATE's consent, AT&T-STATE may provide Notice to CLEC that all services provided thereafter shall be pursuant to the rates, terms and conditions set forth in AT&T-STATE's then current standard interconnection agreement ("Generic") as found on AT&T's CLEC Online website.</u>
<u>Issue 29</u> Intrado Petition	Are there situations in which AT&T should be liable for Intrado's end users'	GTC § 8.1	<u>GTC § 8.1</u> AT&T-STATE shall not be liable to CLEC for any fraud associated with CLEC's End User's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing

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Issue V.A	fraud?		Traffic (ABT) <i>that is not attributable to AT&T-STATE</i> . ABT is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABT calls: calling card, collect, and third number billed calls.
<u>Issue 30</u> Intrado Petition Issue V.A	Should AT&T's limitation of liability for losses arising from its provision of 911 services: a) Include losses "unless attributable to AT&T"? b) Extend to Intrado's customers that are not End Users?	GTC § 15.7	<u>GTC § 15.7</u> <i>AT&T-STATE</i> shall not be liable to CLEC, its <i>customer</i> , End User or any other Person for any Loss alleged to arise out of the provision of access to 911 service or any errors, interruptions, defects, failures or malfunctions of 911 service <i>unless attributable to AT&T-STATE</i> .
<u>Issue 31</u> Intrado Petition Issue VI.	What is the appropriate rounding increment for reciprocal compensation usage – to the next minute or the next six-second interval?	Pricing § 2.2 IC § 14.4	<u>Pricing § 2.2</u> Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded <i>based on six (6) second intervals to the next higher minute</i> . <u>IC § 14.4</u> The measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded <i>using six (6) second increments to the next whole minute</i> .
<u>Issue 32</u>	What is the appropriate rounding	Pricing § 2.3	<u>Pricing § 2.3</u> Where rates are distance sensitive, the mileage will be

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<u>Issue 34</u> Intrado Petition Issue VII.	When Intrado requests a non-standard collocation arrangement for which rates, terms and conditions are not established in Appendix PC, should non-standard charges apply, or should AT&T be required to apply the same charges as for "similar" arrangements provided to other carriers?	PC § 2.22	<u>PC § 2.22 Non-Standard Collocation Request (NSCR) -</u> AT&T-STATE may seek to impose non-standard charges for requirements based on requests from a Collocator that are beyond the terms, conditions, and rates established in this Appendix; <i>provided, however, that NSCR charges shall not apply to CLEC requests for collocation or interconnection for which AT&T-STATE has existing similar arrangements with other communications service providers. The charges for such similar existing arrangements requested by CLEC shall be in parity with AT&T-STATE charges for existing similar arrangements.</i>

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